

## TALISMAN INNOVATIONS LIMITED

### TIDECONNECTS TERMS AND CONDITIONS

#### 1. INTERPRETATION

The definitions and rules of interpretation in Schedule 1 apply to these Terms.

#### 2. CONFIGURATION AND CONNECTION

2.1 Talisman Innovations shall provide the Configuration Services in accordance with the signed TIDEConnects Service Schedule. Talisman Innovations shall use reasonable endeavours to deploy TIDEConnects by the agreed Go-Live Date.

2.2 The Customer shall ensure that it promptly complies with any minimum hardware, software and internet protocol requirements specified by Talisman Innovations for the purpose of establishing connection between the Customer Systems and TIDEConnects. The Customer shall bear its own costs of establishing the connectivity referred in this clause 2.2

2.3 Talisman Innovations shall test and inspect the Service following provision of the Configuration Services to confirm that the Service functions in material conformance with its specification as set out in the Service Schedule. When Talisman Innovations considers that the Services are ready for activation it shall notify the Customer.

2.4 The Customer shall be deemed to have accepted that the Service conforms with its specification as set out in the Service Schedule if:

2.4.1 the tests are certified by Talisman Innovations to be successful; or

2.4.2 the Customer commences operational use of the Service,

whichever occurs earlier.

#### 3. SCOPE OF SERVICES

3.1 During the Term and subject to Talisman Innovations' right to amend the specification of the Services under clause 3.2 Talisman Innovations will supply the Services to the Customer in accordance with the Service Schedule.

3.2 Talisman Innovations reserves the right to amend the specification of the Services if required by any applicable statutory or regulatory requirement or if the amendment will not materially detrimentally affect the nature or quality of the Services. Talisman Innovations will use reasonable endeavours to notify the Customer in advance of any such event.

#### 4. SUPPORT SERVICES

4.1 With effect from the date that Talisman Innovations notifies the Customer that the Services are ready for activation in accordance with clause 2.3, Talisman Innovations shall:

4.1.1 provide the Services; and

4.1.2 use reasonable endeavours to perform the Support Services in accordance with any service levels specified in the Service Schedule.

4.2 For the avoidance of doubt the Customer agrees that nothing in the agreement shall oblige Talisman Innovations to support the Customer System.

## 5. TALISMAN INNOVATIONS OBLIGATIONS

- 5.1 Talisman Innovations warrants to the Customer that the Services will be provided using reasonable care and skill.
- 5.2 Talisman Innovations will use all reasonable endeavours to meet any performance dates specified in the Service Schedule, but any such dates are estimates only and failure to perform the Services by such dates will not give the Customer the right to terminate the agreement.
- 5.3 The undertaking at clause 5.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Talisman Innovations' instructions, or modification or alteration of the Services by any party other than Talisman Innovations or Talisman Innovations' duly authorised contractors or agents.
- 5.4 If the Services do not conform to the foregoing undertaking, Talisman Innovations will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 5.1. Notwithstanding the foregoing, Talisman Innovations:
- 5.4.1 does not warrant that the Customer's use of the Services will be uninterrupted or error-free or that the Services, Documentation, Results and/or any other information obtained by the Customer through the Services will meet the Customer's requirements; and
- 5.4.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Results may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 5.5 In the performance of the Services Talisman Innovations will use application programming interfaces (**APIs**) provided to it by third parties to access features or data of third party operating systems, applications or other services and may update such APIs from time to time at its own cost and expense. The following additional terms apply in relation to Talisman Innovations' use of APIs:
- 5.5.1 If, after acceptance of the Services in accordance with clause 2.4, the Customer requests the use of a new API, Talisman Innovations reserves the right to charge the Customer for its costs and expenses incurred in connection with the installation and/or configuration of a new API at its standard rates in force from time to time;
- 5.5.2 Talisman Innovations shall charge and the Customer shall pay any fee imposed on Talisman Innovations by a third party to use an API and/or to access features or data of such third party's operating systems, applications or other services via an API.

## 6. CUSTOMER ACCESS

- 6.1 Subject to the restrictions set out in this clause 6 and the other terms and conditions of the agreement, Talisman Innovations hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sub-licences, to permit the Customer to use the Services and Results during the term of the agreement solely for the Customer's internal business operations.
- 6.2 The Customer shall comply with the Acceptable Use Policy in relation to its use of the Service.

- 6.3 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:
- 6.3.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
  - 6.3.2 facilitates illegal activity;
  - 6.3.3 depicts sexually explicit images;
  - 6.3.4 promotes unlawful violence;
  - 6.3.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
  - 6.3.6 is otherwise illegal or causes damage or injury to any person or property;
- 6.4 The Customer shall not attempt to circumvent or disable the Platform or the Software or any security features or other technological functionality or features of the Platform.
- 6.5 Notwithstanding any other provision in this agreement, if there is a Security Event, the Customer is in breach of clauses 6.4 and 6.5 and/or the Customer fails to comply with the Acceptable Use Policy, Talisman Innovations may (but shall not be obliged to), without liability or prejudice to its other rights and without prior notice to the Customer:
- 6.5.1 disable the Customer's access to the Services or any material that breaches the Acceptable Use Policy; and
  - 6.5.2 disable the Customer Account,
- for so long as the relevant breach and/or Security Event remains unremedied or unresolved.
- 6.6 The Customer shall not:
- 6.6.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this agreement:
    - 6.6.1.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or
    - 6.6.1.2 attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
  - 6.6.2 access all or any part of the Services in order to build a product or service which competes with the Services; or
  - 6.6.3 use the Services to provide services to third parties except as expressly permitted under this agreement; or
  - 6.6.4 subject to clause 16.5, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except as expressly permitted under this Agreement, or
  - 6.6.5 attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under this clause 6; and

- 6.7 The Customer shall:
- 6.7.1 use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, promptly notify Talisman Innovations; and
  - 6.7.2 comply with any further obligations set out in the Services Schedule and/or these Terms and Conditions that govern the use of the Services.
- 6.8 The rights provided under this clause 6 are granted to the Customer only and shall not be considered granted to any subsidiary or holding company of the Customer.

## 7. THE CUSTOMER'S OBLIGATIONS

- 7.1 It is the Customer's responsibility to ensure that:
- 7.1.1 the Customer co-operates with Talisman Innovations in all matters relating to the Services;
  - 7.1.2 the Customer provides Talisman Innovations, Talisman Innovations' employees, agents, consultants and subcontractors, with access to the Customer System, Customer premises, office accommodation and other facilities as Talisman Innovations may reasonably require in order to provide the Services in accordance with the agreement;
  - 7.1.3 the Customer provides Talisman Innovations with such information and materials Talisman Innovations may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all respects;
  - 7.1.4 the Customer complies with all applicable laws and regulations (including all applicable technology control or export laws and regulations) with respect to the Customer's activities under the agreement;
  - 7.1.5 carry out all other Customer responsibilities set out in the agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, Talisman Innovations may adjust any agreed timetable or delivery schedule as reasonably necessary;
  - 7.1.6 ensure that they use the Services, Results and the Documentation in accordance with the terms and conditions of the agreement and shall be responsible for any failure to comply with the terms of the agreement;
  - 7.1.7 obtain and shall maintain all necessary licences, consents, and permissions necessary for Talisman Innovations, its contractors and agents to perform their obligations under the agreement, including without limitation the Services;
  - 7.1.8 ensure that its network and systems comply with the relevant specifications provided by Talisman Innovations from time to time; and
  - 7.1.9 be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Talisman Innovation's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

- 7.2 The Customer warrants that:
- 7.2.1 it has the authority to grant any rights to be granted to Talisman Innovations under the agreement including Customer Information supplied by the Customer to Talisman Innovations for use in the provision of the Services;
  - 7.2.2 it is the owner or authorised licensee of the Customer Information
  - 7.2.3 Talisman Innovations' use in the provision of the Services of any Customer Information or other third-party materials supplied by the Customer to Talisman Innovations for use in the provision of the Services shall not cause Talisman Innovations to infringe the rights, including any Intellectual Property Rights, of any third party.
- 7.3 Talisman Innovations shall be entitled to rely upon the specification and any advice given by the Customer (its employees, directors, agents and sub-contractors) (in relation to the suitability of the Services for meeting the Customer's requirements) such that to the extent that the Services comply with such specification and or such advice then Talisman Innovations shall be deemed to have supplied the same in accordance with the agreement.
- 7.4 If Talisman Innovations' ability to perform the Services is prevented or delayed by any failure by the Customer to fulfil any obligation listed in clause 7.1 (**Customer Default**):
- 7.4.1 Talisman Innovations will be entitled to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve Talisman Innovations from the performance of the Services, in each case to the extent the Customer Default prevents or delays performance of the Services. In certain circumstances the Customer Default may entitle Talisman Innovations to terminate the agreement under clause 14.1 (Termination);
  - 7.4.2 Talisman Innovations will not be responsible for any costs or losses the Customer sustains or incurs arising directly or indirectly from Talisman Innovations' failure or delay to perform the Services; and
  - 7.4.3 it will be the Customer's responsibility to reimburse Talisman Innovations on written demand for any costs or losses Talisman Innovations sustains or incurs arising directly or indirectly from the Customer Default.

## 8. CUSTOMER DATA

- 8.1 The Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data. Talisman Innovations is not responsible for checking, cleaning or verifying the accuracy and quality of Customer Data and/or or Results generated by the Service as a result of processing any incomplete, inaccurate or poor quality Customer Data supplied to Talisman Innovations (or any of its employees, agents or sub-contractors) by or on behalf of the Customer.
- 8.2 Talisman Innovations shall follow its standard archiving and back-up procedures for Customer Data; as such procedures may be amended by Talisman Innovations in its sole discretion from time to time. In the event of any loss or damage to Customer Data and/or Talisman Innovations, the Customer's sole and exclusive remedy shall be for Talisman Innovations to use reasonable commercial endeavours to restore the lost or damaged Customer Data and/or Talisman Innovations from the latest back-up of such data maintained by Talisman Innovations. Talisman Innovations shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data or Talisman Innovations caused by any third party (except those third parties sub-contracted by Talisman Innovations to perform services related to Customer Data and Talisman Innovations maintenance and back-up).

9. **DATA PROTECTION**

9.1 For the purposes of this clause 10 references to "personal data", "data subject", "personal data breach", "processing", "data processor" and "data controller" shall have the meaning specified in the Data Protection Act 1998 or with effect from 25th May 2018 the General Data Protection Regulation (EU) 2016/679 and any legislation replacing or supplementing the same.

9.2 Each party shall comply with any applicable data protection, privacy or similar laws anywhere in the world (**Data Protection Laws**), including, the Data Protection Act 1998 and the General Data Protection Regulation (EU) 2016/679, that apply in relation to any personal data processed in connection with this agreement, and render such assistance and co-operation as is reasonably necessary or reasonably requested by the other party.

10. **CHARGES AND PAYMENT**

10.1 The Customer shall pay the Fees to Talisman Innovations for the Services in accordance with this clause 10 and the Services Schedule.

10.2 All sums shall be paid either on receipt of Talisman Innovations' invoice or by recurrent debit/credit card charge (whereby a sales receipt document will be issued).

10.3 If Talisman Innovations has not received payment within 7 days of the due date (including debit/credit card payment failure), and without prejudice to any other rights and remedies of Talisman Innovations:

10.3.1 Talisman Innovations may, without liability to the Customer, disable the Customer Account and password and the Customer's access to all or part of the Services and Talisman Innovations shall be under no obligation to provide any or all of the Support Services while the fees concerned remain unpaid; and

10.3.2 Talisman Innovations may charge interest on such sum from the due date for payment at the annual rate of 8% above the base lending rate from time to time of the Bank of England, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment.

10.4 All sums due to Talisman Innovations under this agreement shall be payable in pounds sterling or in the currency stipulated on the Services Schedule and are exclusive of value added tax or other sales tax, which shall be added to Talisman Innovations' invoice(s) at the appropriate rate, where applicable.

10.5 The Customer understands and agrees that:

10.5.1 all Fees due to Talisman Innovations under the agreement shall be paid in full by the Customer by the due date for payment; and

10.5.2 Talisman Innovations may refuse to give access to the Services until all outstanding fees have been paid.

10.6 Talisman Innovations reserves the right to increase the Fees at the end of the subscription term (Monthly or Annual) as defined in the Service Schedule by giving written notice to the Customer. Any change in the Fees will take effect on the expiry of 30 days following the date of Talisman Innovations' notice given pursuant to this clause 10.6.

10.7 If the Customer wishes to change the scope of the Services after Talisman Innovations accepts the Customer's order, and Talisman Innovations agrees to such change, Talisman Innovations will modify the Charges accordingly.

10.8 The Customer must pay all amounts due under the agreement in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## 11. **INTELLECTUAL PROPERTY RIGHTS**

11.1 The Customer acknowledges and agrees that Talisman Innovations and/or its licensors own all Intellectual Property Rights in the Services, the TIDE Platform, the Results and the Documentation. Except as expressly stated in this agreement, this agreement does not grant the Customer any rights to, or in, any Intellectual Property Rights or any other rights or licences in respect of the TIDE Platform, Results and the Documentation.

11.2 Without prejudice to the rights of the Customer or any third party to challenge the validity of any Intellectual Property Rights of Talisman Innovations, the Customer shall not do or authorise any third party to do any act which would or might invalidate or be inconsistent with any Intellectual Property Rights of Talisman Innovations and shall not omit or authorise any third party to omit to do any act which, by its omission, would have that effect or character.

11.3 Other than the licences expressly granted under this agreement, neither party grants any licence of, right in or makes any assignment of any of its Intellectual Property Rights.

11.4 The Customer shall promptly give notice in writing to Talisman Innovations in the event that it becomes aware of:

11.5 any infringement or suspected infringement of the Intellectual Property Rights in or relating to the Services and/or the TIDE Platform; and

11.6 any claim that the Services and/or the TIDE Platform or the use, sale or other disposal of the Services and/or the TIDE Platform infringes the rights of any third party.

## 12. **LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.**

12.1 Nothing in these Terms shall limit or exclude Talisman Innovations' liability for:

12.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

12.1.2 fraud or fraudulent misrepresentation;

12.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);

12.1.4 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession).

12.2 Subject to clause 12.1 Talisman Innovations shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any: loss of profit; loss of sales or business; loss of agreements or contracts; loss of anticipated savings; loss of or damage to goodwill; loss use or corruption of software, data or information; or any indirect or consequential loss arising under or in connection with the agreement.

12.3 Subject to clause 12.1, Talisman Innovations 's total liability to the Customer in respect of any individual claim arising under or in connection with the agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to a sum equal to the aggregate Fees paid by the Customer in accordance with the agreement during the twelve months preceding the date acknowledged by the Customer as being the date of the claim (such acknowledgement not to be unreasonably withheld).

- 12.4 Subject to clause 12.1, Talisman Innovations' total liability to the Customer in respect of all losses arising under or in connection with the agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the aggregate fee paid by the Customer in accordance with the agreement or (where the agreement operates for more than 12 months) the Fees shall be deemed to be the average sum paid to Talisman Innovations in a 12 month period of the agreement.
- 12.5 Subject to clause 12.1, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the agreement.
- 12.6 Except as expressly stated in these Terms the Customer assumes sole responsibility for results obtained from the use of the Services the Documentation and the Results by the Customer, and for conclusions drawn from such use. Talisman Innovations shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Talisman Innovations by the Customer in connection with the Services, or any actions taken by Talisman Innovations at the Customer's direction.
- 12.7 This clause 12 shall survive termination of the agreement.

### 13. **CONFIDENTIALITY**

- 13.1 Each party undertakes that it shall keep the confidential information of the other party confidential and shall not at any time during this agreement, and for a period of five years after termination of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 13.2.
- 13.2 Each party may disclose the other party's confidential information:
- 13.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 13; and
  - 13.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 13.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.
- 13.4 The parties agree that Talisman Innovations may make a public announcement, communication or circular (announcement) concerning the fact that the Customer is a customer of Talisman Innovations and that Talisman Innovations has entered into this agreement with the Customer.
- 13.5 Neither party shall be responsible for any loss, destruction, alteration or disclosure of confidential information caused by any third party.
- 13.6 The above provisions of this clause 13 shall survive termination of this agreement, however arising.

### 14. **TERM AND TERMINATION**

- 14.1 Term shall mean the initial period either monthly (subject to a minimum term of 3 months) or annual for which the Customer subscribes as agreed on the Service Schedule and each subsequent Renewal Period unless otherwise terminated within the terms of this agreement

- 14.2 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
- 14.2.1 the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 15 days after being notified in writing to make such payment;
  - 14.2.2 the other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 15 days after being notified in writing to do so;
  - 14.2.3 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
  - 14.2.4 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
  - 14.2.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
  - 14.2.6 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;
  - 14.2.7 the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
  - 14.2.8 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
  - 14.2.9 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
  - 14.2.10 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.2.3 to clause 14.2.9 (inclusive);
- 14.3 Talisman Innovations may terminate this agreement immediately by notice in writing if the Customer is in breach of its obligation under clause 6.6.
- 14.4 Either party may otherwise terminate this agreement at any time after the initial subscription term and for any reason by notice in writing of not less than 3 calendar months.
- 14.5 On termination of this agreement for any reason:
- 14.5.1 any outstanding balance becomes immediately due and payable;
  - 14.5.2 all licences granted under this agreement shall immediately terminate;

- 14.5.3 each party shall return and make no further use of any equipment, property, documentation and other items (and all copies of them) belonging to the other party; and
- 14.6 Talisman Innovations shall provide such exit assistance as is specified in the Service Schedule subject to the Customer's payment of Talisman Innovations' charges for such exit assistance which will be based on Talisman Innovations' charges in force at the date of termination.
- 14.7 Upon notice of termination the Customer shall specify the format in which the Customer Data shall be returned to the Customer and/or instruct Talisman Innovations to destroy some or all the Customer Data. Destruction or export of the Customer Data will be subject to costs to be agreed at the time which will be based on Talisman Innovations' published charges in force at the date of termination.
- 14.8 Any provision of the agreement that expressly or by implication is intended to come into or continue in force on or after termination of the agreement shall remain in full force and effect.
- 14.9 Termination of the agreement for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.
15. **GENERAL**
- 15.1 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 15.2 Except for the Customer's obligation to make payment, neither party shall be in breach of this agreement or liable for delay in performing or failure to perform any of its obligations under the agreement if such delay or failure results from events, causes or circumstances beyond its reasonable control.
- 15.3 No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 15.4 This agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover. Each of the parties acknowledges and agrees that in entering into this agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the subject matter of this agreement, other than as expressly set out in this agreement.
- 15.5 The Customer shall not, without Talisman Innovations' prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this agreement.
- 15.6 Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or bind the other in any way.
- 15.7 A person who is not party to this agreement shall have no right to enforce any term of this agreement.
- 15.8 Notice given under the agreement shall be properly served only if it is in writing, sent by email, first class pre-paid post (or by airmail post if to an address outside the country of posting) to the receiving party, at the address, email address given in the agreement or notified to the

other party in some other way. Any notice shall be deemed to have been received: (a) if delivered by hand, at the time of delivery; (b) if sent by post 2 working days after the notice shall have been posted (5 working days if sent by airmail post); (c) if sent by email, at 9.00 am on the next working day after completion of transmission (provided that an error free transmission report has been received by the sender). This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

- 15.9 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 15.10 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

## Schedule 1

### DEFINITIONS AND INTERPRETATION

1. The definitions and rules of interpretation in this clause apply in these Terms.

<b>Acceptable Use Policy</b>	The Customer's acceptable use policy set out in the Service Schedule and as amended from time to time.
<b>Agreement</b>	the agreement between Talisman Innovations and the Customer for the supply of the Services in accordance with these Terms and the Service Schedule.
<b>Configuration Services</b>	The configuration and related work referred to in clause 6, to be performed by Talisman Innovations to install, configure and/or prepare the TIDE Platform for the performance of the Services and the delivery of the Results.
<b>Customer Account</b>	The Customer's account with Talisman Innovations in respect of the Services.
<b>Customer Data</b>	the data inputted by the Customer, Users, or Talisman Innovations on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services including API credentials provided by the Customer for the purposes of providing the Services.
<b>Customer Information</b>	The information that the Customer should provide to Talisman Innovations in relation to the Services including all relevant details which relate to the Customer's requirement for the provision of the Services and information more particularly described in the Service Schedule;
<b>Customer System</b>	means any information technology system or systems owned or operated or used by the Customer and/or any User from which Customer Data originates and/or to which Results are delivered or within which Results are distributed accordance with this Agreement, including any mobile device owned or operated by the Customer or any User, the Customer's data processing facilities, hosted services provided to the Customer by a third party, data files and documents needed for processing and systems for the permissioning and control of the Results and the Services;
<b>Documentation</b>	any document made available to the Customer by Talisman Innovations online via talisman-innovations.com or such other web address notified by Talisman Innovations to the Customer from time to time which sets out a description of the Services and the user instructions for the Services.
<b>Effective Date</b>	has the meaning set out in the Service Schedule
<b>Fees</b>	The fees payable by the Customer for the provision of the Services and Support Services by Talisman Innovations, as set out in the Service Schedule.
<b>Go-Live Date</b>	the estimated date by which Talisman Innovations will make the TIDE Platform available to the Customer as specified in the Service Schedule

<b>Intellectual Property Rights</b>	Patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, trade names and domain names, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
<b>Results</b>	output or reports provided to the Customer by or on behalf of Talisman Innovations in the performance of the Services.
<b>Security Event</b>	any unauthorised third party access to the TIDE Platform and/or the Services; or  any use of the TIDE Platform and/or the Services by the Customer that is in breach of the Acceptable Use Policy and/or has the potential to damage the TIDE Platform and/or the Services or adversely affect other customers' use of the TIDE Platform.
<b>Service Schedule</b>	Talisman Innovations' schedule of services attached to the agreement containing details of the services, delivery and charges.
<b>Services</b>	the data integration and synchronisation services provided by Talisman Innovations to the Customer under this agreement via the TIDE Platform, as more particularly described in the Documentation.
<b>Software</b>	the online software applications provided by Talisman Innovations as part of the Services.
<b>Term</b>	is either annual (12 months period) or monthly (subject to 3 months minimum period) and as specified in the Service Schedule.
<b>TIDECnects</b>	The data integration platform and related software hosted by or on behalf of Talisman Innovations which receives, collates and processes Customer Data.
<b>Users</b>	those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services and the Documentation.
<b>Virus</b>	any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

2. Clause, schedule and paragraph headings shall not affect the interpretation of these Terms.

3. A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
4. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
5. A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.
6. A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.
7. References to clauses and schedules are to the clauses and schedules of these Terms; references to paragraphs are to paragraphs of the relevant schedule to this agreement.
8. Any words following the terms including, include, in particular or for example or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words. Any obligation on the Customer not to do something includes an obligation not to allow that thing to be done.
9. A reference to writing or written includes e-mail or on line communication through the Service but excludes fax communication.